


INTERLOCAL AGREEMENT
FOR
PLANNING SERVICES

This agreement is made this ___ day of September, 2010, pursuant to RCW 39.34.030 et seq., and ORS chapter 190 between the City of Ilwaco, a municipal corporation of the State of Washington, and Columbia River Estuary Study Taskforce (CREST), a bi-state council of governments. CREST can provide planning services, and City, as a member of CREST, needs city planning services. The parties agree that sharing services promotes the cost-effective and efficient use of public resources. The parties desire to enter into an agreement for sharing services, and defining legal relationships and responsibilities. In consideration of the mutual obligations and benefits herein set forth, the parties agree as follows:

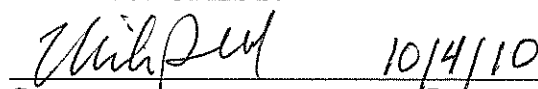
1. CREST will supply a planner approximately 15 hours per week as described in Attachment A attached hereto.
2. City will pay CREST \$60 per hour for each hour worked providing planning services to City, as well reimbursement for associated travel at the current IRS mileage rate. City will pay CREST monthly upon receipt and approval by City of an invoice for hours worked.
3. The parties are independent contractors. Nothing herein shall alter the employment status of any workers providing services under this Agreement. Such workers shall at all times continue to be subject to all standards of performance, disciplinary rules and other terms and condition of their employer. No user shall be responsible for the direct payment of any salaries, wages, compensation or benefits for providers' workers performing services on behalf of user under this agreement. No user shall be liable for compensating or indemnifying any employee of a provider for any injury or work arising in any way out of work provided pursuant to this Agreement.
4. Each party shall be solely responsible for its own acts, and those of it employees and officers under this Agreement. No party shall be responsible or liable for consequential damages to another party arising out of providing services under this Agreement.
5. Either party may terminate its participation by providing thirty (30) days written notice to the other party. Any amounts due and owing by a terminating party shall continue as a debt and shall be paid within thirty (30) days of termination.
6. This Agreement shall be effective upon execution by the last signatory and remain in effect until terminated.

For the City of ILWACO:


Signature Date

Mayor
Title

For CREST:

 10/4/10
Signature Date

Director
Title

ATTACHMENT A

PROJECT SCOPE

SCOPE OF WORK FOR PLANNING SERVICES PROVIDED BY CREST

Work under this contract shall be for services that are not related to estuarine issues as covered under other agreements for CREST services.

Consultant will prepare various staff reports, including administrative variances. Staff reports will be prepared utilizing the existing boilerplate report as provided by City. Reports will include background information, findings of fact, and recommendations. Consultant may need to do site visits and provide digital photographs of the site and proposed projects. Consultant may also provide zoning plan review of selected proposed building permits. Additional services may include inspection reports of completed projects for code and permit compliance. These inspection reports would require the consultant to provide digital photographs of the completed project and a notation on the review of compliance with the approved permit and any conditions.

Consultant will work on special projects as assigned when the workload does not exceed the terms and limitations of this scope and contract. Large project assignments may require a separate contract. Special projects under this scope may include, but are not limited to, research and preparation of Development Code amendments. Consultants may need to conduct research on the specific issue and prepare written synopses for review by staff, Planning Commission, and City Council. Specific code language, prepared in a format in keeping with City and State land use laws shall be prepared for consideration. Consultant shall maintain a record of time spent collecting data and preparing reports.

PRODUCT

Electronic versions of the reports are the final product. These will be emailed to City or delivered via compact disk or other approved electronic media.

TIMELINE

Consultant shall provide services on an as-needed basis for approximately fifteen (15) hours per week at the CREST Member Rate: \$60 per hour. City will pay invoices within thirty (30) days of receipt. All work will be done in a timely manner with individual due dates of reports depending on the specific individual timeline on each issue. Consultant is available to provide up to four (4) hours per week of office presence in Ilwaco if requested by the City, and will otherwise be available by appointment in Ilwaco or at the CREST offices in Astoria, Oregon. Consultant will attend City Council meetings when requested by City.